

STATE MS.-DESOTO CO. *h/b*
FILED

SEP 24 4 20 PM '91

WARRANTY DEEDGRANTOR: CRAFT ROAD PARTNERSHIP,
A General PartnershipRECORDED 9/26/91
DEED BOOK 238
PAGE 65
W.E. DAVIS CH. CLK.GRANTEE: FRAENKEL WHOLESALE FURNITURE COMPANY, INC.
A Louisiana Corporation,
Qualified to do business in Mississippi

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, CRAFT ROAD PARTNERSHIP, a General Partnership by and through its authorized General Partners does hereby sell convey and warrant unto FRAENKEL WHOLESALE FURNITURE COMPANY, INC., A Louisiana Corporation, Qualified to do business in Mississippi, the land lying and being situated in the City of Olive Branch, DeSoto County, Mississippi described as follows, to-wit:

Lot 21, Craft Road Industrial Park Subdivision, Section "B", situated in Section 19, Township 1 South, Range 6 West, DeSoto County, Mississippi as per plat recorded in Plat Book 38, Page 48, Chancery Clerk's Office, DeSoto County, Mississippi and being more particularly described as follows, to-wit:

Part of the east half of Section 19, Township 1 South, Range 6 West, DeSoto County, Mississippi being more particularly described as: BEGINNING at a point on the east line of said Section 19, a distance of 2868.24 feet north of to a point commonly accepted as the southeast corner of said quarter section; thence run South 54° 55' 45" West a distance of 828.72 feet to and along the south line of the Phil Garside 4.0 acre tract to a point on the future east right of way line of Industrial Drive (63 feet wide), said point being 122.66 feet north of the northwest corner of Lot 19 of Craft Road Industrial Park as measured along the northerly projection of said east right-of-way line of Industrial Drive; thence run North 35° 04' 19" East a distance of 535.69 feet along said future right-of-way line to a point; thence run North 54° 55' 45" East a distance of 1204.90 feet to a point on said east section line; thence run South 00° 00' 23" West a distance of 654.58 feet along said east section line to the point of beginning and containing 12.50 acres, more or less.

The warranty in this Deed is subject to subdivision and zoning regulations in effect in the City of Olive Branch, DeSoto County, Mississippi and rights of ways for public roads and public utilities and the restrictive covenants of record in Craft Road Industrial Park Subdivision as attached hereto as Exhibit "A".

Taxes for the year 1991 are to be paid by the Grantors and possession is given upon delivery of this Deed.

WITNESS THE SIGNATURES of the authorized General Partners,
this 19th day of September, 1991.

CRAFT ROAD PARTNERSHIP,
a General Partnership
BY: [Signature]
J. W. EUBANKS, JR.,
a General Partner

MED-CON LAND INVESTMENT COMPANY, INC.
BY: [Signature]
VERNON J. MCBRIDE, PRESIDENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and State, within my jurisdiction, the within named VERNON J. MCBRIDE, President of Med-Con Land Investment Company, Inc., a General Partner of Craft Road Partnership, who acknowledged that for and on behalf Med-Con Land Investment Company, Inc., a General Partner of Craft Road Partnership, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as its act and deed, being first duly authorized so to do.
Given under my hand and official seal of the office, this the 19th day of September, 1991.

0-20-95
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said county and State, within my jurisdiction, the within named J. W. EUBANKS, Jr., a General Partner of Craft Road Partnership, who acknowledged that for and on behalf of Craft Road Partnership, he signed, sealed and delivered the above and foregoing Warranty Deed on the day and year therein mentioned as its act and deed, being first duly authorized so to do.
Given under my hand and official seal of the office, this the 19th day of September, 1991.

0-20-95
MY COMMISSION EXPIRES:

[Signature]
NOTARY PUBLIC

Grantor's Address:
9245 Hwy 78
Olive Branch, MS 38654
Phone No: (h)
895-3000 (b)

Grantee's Address:
Box 633
Memphis, Tenn. 38101
Phone No: (h)
901-942-2777 (b)

ZONED "M-1" LIGHT INDUSTRIAL**PROTECTIVE COVENANTS****Craft Road Industrial Park**

1. All building sites in Craft Road Industrial Park for industrial, commercial, manufacturing, or ware-housing purposes and all sites shall be used for such purposes only, and under the conditions herein after set forth.

2. No building site or sites in this district may at any time be used for the manufacture, storage, distribution or sale of any products or items which shall increase the fire hazard of adjoining property, or for any business which constitutes a nuisance or causes the emission of odors or gasses injurious or annoying to people and to products manufactured or stored upon any premises within five hundred feet of said property, or for any purpose or use in violation of the laws of the United States, State of Mississippi, or the County of DeSoto. No trade, use, or occupation shall be implemented on or about the said property or within any improvements constructed thereon which shall be in conflict with the uses permitted by the Olive Branch or DeSoto County zoning ordinances with reference to the classification and uses applicable to the said property.

3. Construction, alteration, or addition of or to any building or structure on any lot shall meet the standards provided in these restrictions. Prior to said construction, alteration, or addition, owner or Lessee must submit two sets of plans and specifications and amendments or changes and two sets of plot plans for such building and applicable drainage plan to CRAFT ROAD PARTNERSHIP. In the event such plans and specifications and amendments or changes are submitted and are not approved or rejected within 15 days after day received, same shall be considered as approved.

4. All buildings, both principal and appurtenant that are constructed on the property, shall conform to the standards specified at the time of such construction by either the building code of the County of DeSoto on those properties lying within the corporate limits of the county or by the Southern Building Code of those properties lying outside the corporate limits of the county, and comply with all other applicable laws and regulations. All buildings must be fire resistant and constructed of masonry or of metal with masonry and glass front.

5. That portion of any lot lying within 50 feet of any public street right-of-way shall be reserved for drives, walks, parking, ramps to loading docks, and landscaping, and no building shall be constructed nearer to said right-of-way than 50 feet, except that steps and covered but unenclosed entrances may project a reasonable distance.

6. It is the intention of CRAFT ROAD PARTNERSHIP that Craft Road Industrial Park shall be developed as a neat and spacious subdivision with buildings of reasonable comparability in appearance. Therefore, in addition to the right reserved above to approve plot plans and plans and specifications for the construction or alteration of any building, the right is also reserved to approve plans and specifications for the construction, installation or alteration of all signs, loading docks, parking facilities, storage buildings or facilities, and landscaping planting in Craft Road Industrial Park, and such plans and specifications and amendments or changes must first be submitted to and have the written approval of CRAFT ROAD PARTNERSHIP its successors and assigns. In the event that such plans and specifications and amendments or changes are submitted and are not approved or rejected within 15 days after day received, they shall be considered as approved.

7. Open storage and/or refuse collection areas and/or open work activity areas other than vehicular parking and loading and unloading activities shall be situated to the rear of the building setback line and screened to the minimum height of six feet by evergreen plantings, masonry wall, redwood, or equal fencing, or a combination thereof.

654

8. In the interest of safety and the free movement of commercial and private vehicles in and through this industrial park, employees, customer, owner, or tenant parking will not be permitted on private or public dedicated streets in Craft Road Industrial Park. It will be the responsibility of property owners and Lessees, their successors or assigns to provide adequate parking facilities for customers, employees and public carriers within the boundaries of the property owned or leased to accommodate the daily or seasonal peak requirement. Parking, loading, service, or other outdoor work areas must be paved with the year round surface of asphalt or concrete, its equal or better, as determined by CRAFT ROAD PARTNERSHIP, its successors or assigns.

9. Planting areas and landscaping shall conform to reasonable minimum standards as proposed and approved by CRAFT ROAD PARTNERSHIP. All land areas not covered by building or paving must be improved with a locally acceptable ground cover such as Bermuda grass or equal except for plots planted with shrubbery, flowers, or trees.

10. The owner or Lessee of any tract in Craft Road Industrial Park must at all times keep the premises, buildings, improvements and appurtenances in a safe, clean, wholesome condition and comply in all respects with the government health and police requirements, and any owner or Lessee will provide a place for the collection of rubbish that is screened from view and will remove at his own expense such rubbish of any character whatsoever which may accumulate on said property. Grass shall be kept cut on all lots by the owners or Lessees of such lots. In the event any owner or Lessee fails to keep grass and weeds cut on lot or lots, Craft Road Partnership or their successors may have the grass and weeds cut and charge such expense to the owner or Lessee.

11. CRAFT ROAD PARTNERSHIP reserves the rights to delegate its duties and authority as hereinbefore set out to a committee of three or more, provided each committee member shall be the owner of one or more lots in this subdivision and such delegation or appointment shall be in writing with written notice given to all the other owners and lessees of lots in Craft Road Industrial Park. Upon such delegation of appointment, such committee shall be clothed with all the power and authority herein granted to CRAFT ROAD PARTNERSHIP. In the event a vacancy is created on this committee, the remaining members shall appoint a successor subject to the restrictions set forth therein.

12. These covenants are to run with the land and shall be binding on all parties claiming under them until January 1, 2010, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the then owners of a majority of the lots, it is agreed to change these covenants in whole or in part. However, by a vote of the owners of seventy-five percent of the lots, these restrictive covenants may be altered or amended at any time.

13. Purchaser agrees to observe minimum setbacks as shown on plot plan.